UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

HUI TAO,

Plaintiff,

-against-

VICTORIA'S SECRET STORES, LLC, VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC, VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC., VICTORIA'S SECRET DIRECT NEW YORK, LLC., LIMITED BRANDS STORE OPERATIONS, INC., LIMITED BRANDS DIRECT FULFILLMENT, INC., and LIMITED BRANDS, INC.,

Defendants.

Civil No.: CV11-0419

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ JAN 27 2011 ★
BROOKLYN OFFICE

NO SUMMONS ISSUED

WEINSTEIN, J.

GOLD, M.J.

TO: **United States District Court**
Eastern District of New York

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332 (a) and 1446, defendants, Victoria's Secret Stores, LLC, Victoria's Secret Direct Brand Management, LLC, Victoria's Secret Stores Brand Management, Inc., Victoria's Secret Direct New York, LLC., Limited Brands Store Operations, Inc., Limited Brands Direct Fulfillment, Inc., and Limited Brands, Inc., (collectively, "Victoria's Secret") by their attorneys, Goldberg Segalla LLP, submit this Notice of Removal from the Supreme Court, State of New York, County of Queens, in which the above-captioned matter is now pending, to the United States District Court for the Eastern District of New York.

In support of said Notice, Defendants state as follows:

Timeliness of Removal

1. Plaintiffs filed their Complaint in the Supreme Court, State of New York, County of Queens, on or about December 21, 2010. The Defendants first received the Summons and Complaint, by Certified Mail, on January 3, 2011. This was Defendants first receipt of the Summons and Complaint, by service or otherwise. A copy of the Complaint filed in State Court is annexed hereto as **EXHIBIT "A."**

2. This Notice of Removal is timely filed with this Court within thirty (30) days of the removing Defendants' initial receipt of Plaintiff's Summons and Complaint.

Jurisdiction and Basis for Removal

3. Plaintiff's Complaint alleges that plaintiff, Hui Tao, is a resident of New York State.

4. Plaintiff's Complaint alleges that each of the Defendants are "duly organized foreign corporation[s] existing under and by virtue of the laws of a state other than the State of New York...." Plaintiff's complaint further alleges each of the defendants "has its principal place of business in the State of Ohio." (**Exhibit A**, p. 2 through p. 7).

5. Three of the named defendants are Limited Liability Companies: Victoria's Secret Direct New York, LLC, Victoria's Secret Stores, LLC, and Victoria's Secret Direct Brand Management, LLC. As set forth below, each of the Limited Liability Companies is comprised of a single member, incorporated in Delaware with its principal place of business in Ohio:

a. "Victoria's Secret Direct New York, LLC" is a Limited Liability Corporation of the state of Delaware, comprised of a single member, "Victoria's Secret Direct Brand Management, LLC," which is a Delaware Corporation with a principal place of business in Ohio;

b. Victoria's Secret Direct Brand Management, LLC," is comprised of a single member, "Victoria's Secret Stores Brand Management, Inc.", a Delaware corporation with a principal place of business in Ohio.

c. Victoria's Secret Stores, LLC is a Limited Liability Corporation of the State of Delaware, comprised of a single member, "Limited Brands Store Operations, Inc.", which is a Corporation of the state of Delaware with a principal place of business in Ohio.

6. Based upon the foregoing, full diversity exists between the parties, pursuant to 28 U.S.C. §1332(a).

7. This Court has subject-matter jurisdiction of the action pursuant to 28 U.S.C. § 1332(a) in that it is a civil action between citizens of different states and the amount in controversy exceeds $75,000, exclusive of interest and costs.

8. Plaintiff's complaint alleges that plaintiff was suffered "serious and severe" burn injuries when pajamas manufactured and distributed by Victoria's Secret caught fire. (**Exhibit A**, p. 15 through p. 16).

9. Plaintiff's complaint further alleges that "as a result of her burns and injuries, plaintiff Hui Tao has endured serious, painful, and disabling injuries, with resulting medical treatment, and has been forced to incur medical expenses and lost wages and has sustained emotional harm and loss of enjoyment of life, as well as other damages." Id.

10. Plaintiff's counsel has represented to the undersigned that plaintiff, Hui Tao, suffered third degree burns to approximately 6% of her total body surface, including to her breast and a portion of her back.

11. The amount in controversy exceeds $75,000, exclusive of interest and costs.

12. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon plaintiffs, by and through their attorney of record, and is being filed with the Clerk of the Court of the State of New York Supreme Court, County of Queens, Queens County Clerk's Office, Index Number 31456/10.

13. Copies of all process, pleadings and orders served upon Defendants in the State of New York Supreme Court, County of Queens, Index Number 31456/10, are attached hereto as Exhibit A. No other pleadings, process or orders have been served upon these Defendants.

WHEREFORE, Defendants file this Notice of Removal so that the entire State Court action under Index Number 31456/10 now pending in the State of New York, Supreme Court, County of Queens, can be removed to this Court for all further proceedings.

Dated: Princeton, New Jersey
January 27, 2011

Goldberg Segalla LLP
By [signature]
CAH-4438

Respectfully submitted,

GOLDBERG SEGALLA LLP

By: /s/ David S. Osterman

DAVID S. OSTERMAN
A Member of the Firm
Attorneys for Defendants
Victoria's Secret Stores, LLC, Victoria's Secret Direct Brand Management, LLC, Victoria's Secret Stores Brand Management, Inc., Victoria's Secret Direct New York, LLC., Limited Brands Store Operations, Inc., Limited Brands Direct Fulfillment, Inc., And Limited Brands, Inc.
902 Carnegie Center, Suite 100
Princeton, NJ 08540
(ph.) 609.986.1300
(fax) 609.986.1301
dosterman@goldbergsegalla.com

TO: SULLIVAN PAPAIN BLOCK
McGRATH & CANNAVO PC
Attorneys for Plaintiff
120 Broadway
New York, New York 10271
(212) 732-9000

Queens County Clerk
88-11 Sutphin Boulevard
Jamaica, New York 11435

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

---X

HUI TAO,

Plaintiff,

-against-

VICTORIA'S SECRET STORES, LLC., VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC., VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC., VICTORIA'S SECRET DIRECT NEW YORK, LLC., LIMITED BRANDS STORE OPERATIONS, INC., LIMITED BRANDS DIRECT FULFILLMENT, INC., and LIMITED BRANDS, INC.,

Defendants.

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Index No.: 31456/10

Plaintiff designates Queens County as the place of trial.

SUMMONS

The basis of venue is: Plaintiff's Address

Plaintiff resides at:
7558 113th Street,
Forest Hills, New York 11375

County of Queens

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within twenty days after the service of this summons exclusive of the day of service where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
December 20, 2010

SULLIVAN PAPAIN BLOCK
McGRATH & CANNAVO PC.

By: *Michael J. Wells*
Michael J. Wells
Attorneys for Plaintiff
Office and P.O. Address
120 Broadway
New York, New York 10271
(212) 732-9000

QUEENS COUNTY CLERK
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2010 DEC 21 AM 9:12

Defendants addresses:

VICTORIA'S SECRET STORES, LLC.
4 Limited Parkway
Reynoldsburg, Ohio 43068

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VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC.
5 Limited Parkway
Reynoldsburg, Ohio 43068

VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC.,
4 Limited Parkway
Reynoldsburg, Ohio 43068

VICTORIA'S SECRET DIRECT NEW YORK, LLC.
5Limited Parkway
Reynoldsburg, Ohio 43068

LIMITED BRANDS STORE OPERATIONS, INC.
3 Limited Parkway
Reynoldsburg, Ohio 43068

LIMITED BRANDS DIRECT FULFILLMENT, INC.
5 Limited Parkway East
Reynoldsburg, Ohio 43068

LIMITED BRANDS, INC.
4 Limited Parkway East
Reynoldsburg, Ohio 43068

FILED WITH THE CLERK OF THE COURT ON December 21, 2010

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

---X

HUI TAO,

Plaintiff,

-against-

VICTORIA'S SECRET STORES, LLC, VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC., VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC., VICTORIA'S SECRET DIRECT NEW YORK, LLC., LIMITED BRANDS STORE OPERATIONS, INC., LIMITED BRANDS DIRECT FULFILLMENT, INC., and LIMITED BRANDS, INC.,

Defendants.

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VERIFIED COMPLAINT

Index No. 31456/10

Plaintiff HUI TAO, by her attorneys, SULLIVAN PAPAIN BLOCK McGRATH & CANNAVO P.C., respectfully sets forth and alleges, upon information and belief, as follows:

FIRST CAUSE OF ACTION

1. That plaintiff HUI TAO resides at 7558 113th Street, Forest Hills, New York.

2. At all times relevant to this case, plaintiff HUI TAO, purchased a set of flannel pajamas designed, manufactured, assembled, inspected, tested, sold, distributed, and/or marketed by Defendants VICTORIA'S SECRET STORES, LLC., VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC., VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC., VICTORIA'S SECRET DIRECT NEW YORK, LLC., LIMITED BRANDS STORE OPERATIONS, INC., LIMITED BRANDS DIRECT FULFILLMENT, INC., and/or LIMITED BRANDS, INC. The flannel pajamas had buttons down the front, and contained a designation bearing RN No.: 54867 and ID No.: 503221 08 03 (hereinafter referred to as the "subject pajamas"). Upon information and belief, the style of pajamas was marketed as part of the

"Victoria's Secret" line by Defendants.

3. Defendant VICTORIA'S SECRET STORES, LLC. was and still is a foreign limited liability company duly authorized to do business within the State of New York.

4. Defendant VICTORIA'S SECRET STORES, LLC. was and still is in the retail apparel business with its principal place of business in the State of Ohio.

5. Defendant VICTORIA'S SECRET STORES, LLC. was and still is a duly organized foreign corporation existing under and by virtue of the laws of a state other than the State of New York.

6. Defendant VICTORIA'S SECRET STORES, LLC. regularly does and/or solicits business in the State of New York.

7. Defendant VICTORIA'S SECRET STORES, LLC. derives substantial revenue from goods used or services rendered in the State of New York.

8. Defendant VICTORIA'S SECRET STORES, LLC. derives substantial revenue from interstate and/or international commerce.

9. Defendant VICTORIA'S SECRET STORES, LLC. expected or should have reasonably expected its acts to have consequences in the State of New York.

10. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. was and still is a foreign limited liability company duly authorized to do business within the State of New York.

11. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. was and still is in the retail apparel business with its principal place of business in the State of Ohio.

12. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. was and still is a duly organized foreign corporation existing under and by virtue of the laws of a state other than the State of New York.

13. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. regularly does and/or solicits business in the State of New York.

14. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. derives substantial revenue from goods used or services rendered in the State of New York.

15. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. derives substantial revenue from interstate and/or international commerce.

16. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. expected or should have reasonably expected its acts to have consequences in the State of New York.

17. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. was and still is a foreign business corporation duly authorized to do business within the State of New York.

18. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. was and still is in the retail apparel business with its principal place of business in the State of Ohio.

19. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. was and still is a duly organized foreign corporation existing under and by virtue of the laws of a state other than the State of New York.

20. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. regularly does and/or solicits business in the State of New York.

21. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. derives substantial revenue from goods used or services rendered in the State of New York.

22. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. derives substantial revenue from interstate and/or international commerce.

23. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. expected or should have reasonably expected its acts to have consequences in the State of New York.

24. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. was and still is a foreign limited liability company duly authorized to do business within the State of New York.

25. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. was and still is in the retail apparel business with its principal place of business in the State of Ohio.

26. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. was and still is a duly organized foreign corporation existing under and by virtue of the laws of a state other than the State of New York.

27. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. regularly does and/or solicits business in the State of New York.

28. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. derives substantial revenue from goods used or services rendered in the State of New York.

29. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. derives substantial revenue from interstate and/or international commerce.

30. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. expected or should have reasonably expected its acts to have consequences in the State of New York.

31. Defendant LIMITED BRANDS STORE OPERATIONS, INC. was and still is a foreign business corporation duly authorized to do business within the State of New York.

32. Defendant LIMITED BRANDS STORE OPERATIONS, INC. was and still is in the retail apparel business with its principal place of business in the State of Ohio.

33. Defendant LIMITED BRANDS STORE OPERATIONS, INC. was and still is a duly organized foreign corporation existing under and by virtue of the laws of a state other than the State of New York.

34. Defendant LIMITED BRANDS STORE OPERATIONS, INC. regularly does and/or solicits business in the State of New York.

35. Defendant LIMITED BRANDS STORE OPERATIONS, INC. derives substantial revenue from goods used or services rendered in the State of New York.

36. Defendant LIMITED BRANDS STORE OPERATIONS, INC. derives substantial revenue from interstate and/or international commerce.

37. Defendant LIMITED BRANDS STORE OPERATIONS, INC. expected or should have reasonably expected its acts to have consequences in the State of New York.

38. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. was and still is a foreign business corporation duly authorized to do business within the State of New York.

39. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. was and still is in the retail apparel business with its principal place of business in the State of Ohio.

40. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. was and still is a duly organized foreign corporation existing under and by virtue of the laws of a state other than the State of New York.

41. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. regularly does and/or solicits business in the State of New York.

42. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. derives substantial revenue from goods used or services rendered in the State of New York.

43. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. derives substantial revenue from interstate and/or international commerce.

44. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. expected or should have reasonably expected its acts to have consequences in the State of New York.

53. Defendant VICTORIA'S SECRET STORES, LLC. was and still is in the business of among other things, designing, manufacturing, marketing, assembling, inspecting, selling, testing, and distributing sleepwear, including but not limited to the subject pajamas, under the label "Victoria's Secret".

54. Defendant VICTORIA'S SECRET STORES, LLC. designed the subject pajamas bearing the "Victoria's Secret" label.

55. Defendant VICTORIA'S SECRET STORES, LLC. manufactured the subject pajamas bearing the "Victoria's Secret" label.

56. Defendant VICTORIA'S SECRET STORES, LLC. assembled the subject pajamas bearing the "Victoria's Secret" label.

57. Defendant VICTORIA'S SECRET STORES, LLC. inspected the subject pajamas bearing the "Victoria's Secret" label.

58. Defendant VICTORIA'S SECRET STORES, LLC. tested the subject pajamas bearing the "Victoria's Secret" label.

59. Defendant VICTORIA'S SECRET STORES, LLC. sold the subject pajamas bearing the "Victoria's Secret" label.

60. Defendant VICTORIA'S SECRET STORES, LLC. distributed the subject pajamas bearing the "Victoria's Secret" label.

61. Defendant VICTORIA'S SECRET STORES, LLC. marketed the subject pajamas bearing the "Victoria's Secret" label.

62. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. was and still is in the business of among other things, designing, manufacturing, marketing, assembling, inspecting, selling, testing, and distributing sleepwear, including but not limited to the subject pajamas, under the label "Victoria's Secret".

63. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. designed the subject pajamas bearing the "Victoria's Secret" label.

64. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. manufactured the subject pajamas bearing the "Victoria's Secret" label.

65. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. assembled the subject pajamas bearing the "Victoria's Secret" label.

66. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. inspected the subject pajamas bearing the "Victoria's Secret" label.

67. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. tested the subject pajamas bearing the "Victoria's Secret" label.

68. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. sold the subject pajamas bearing the "Victoria's Secret" label.

69. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. distributed the subject pajamas bearing the "Victoria's Secret" label.

70. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. marketed the subject pajamas bearing the "Victoria's Secret" label.

71. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. was and still is in the business of among other things, designing, manufacturing, marketing, assembling, inspecting, selling, testing, and distributing sleepwear, including but not limited to the subject pajamas, under the label "Victoria's Secret".

72. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. designed the subject pajamas bearing the "Victoria's Secret" label.

73. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. manufactured the subject pajamas bearing the "Victoria's Secret" label.

74. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. assembled the subject pajamas bearing the "Victoria's Secret" label.

75. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. inspected the subject pajamas bearing the "Victoria's Secret" label.

76. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. tested the subject pajamas bearing the "Victoria's Secret" label.

77. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. sold the subject pajamas bearing the "Victoria's Secret" label.

78. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. distributed the subject pajamas bearing the "Victoria's Secret" label.

79. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. marketed the subject pajamas bearing the "Victoria's Secret" label.

80. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. was and still is in the business of among other things, designing, manufacturing, marketing, assembling, inspecting, selling, testing, and distributing sleepwear, including but not limited to the subject pajamas, ~~under the label "Victoria's Secret".~~

81. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. designed the subject pajamas bearing the "Victoria's Secret" label .

82. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. manufactured the subject pajamas bearing the "Victoria's Secret" label.

83. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. assembled the subject pajamas bearing the "Victoria's Secret" label.

84. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. inspected the subject pajamas bearing the "Victoria's Secret" label.

85. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. tested the subject pajamas bearing the "Victoria's Secret" label.

86. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. sold the subject pajamas bearing the "Victoria's Secret" label.

87. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. distributed the subject pajamas bearing the "Victoria's Secret" label.

88. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. marketed the subject pajamas bearing the "Victoria's Secret" label.

89. Defendant LIMITED BRANDS STORE OPERATIONS, INC. was and still is in the business of among other things, designing, manufacturing, marketing, assembling, inspecting, selling, testing, and distributing sleepwear, including but not limited to the subject pajamas, under the label "Victoria's Secret".

90. Defendant LIMITED BRANDS STORE OPERATIONS, INC. designed the subject pajamas bearing the "Victoria's Secret" label.

91 Defendant LIMITED BRANDS STORE OPERATIONS, INC. manufactured the subject pajamas bearing the "Victoria's Secret" label.

92. Defendant LIMITED BRANDS STORE OPERATIONS, INC. assembled the subject pajamas bearing the "Victoria's Secret" label.

93. Defendant LIMITED BRANDS STORE OPERATIONS, INC. inspected the subject pajamas bearing the "Victoria's Secret" label.

94. Defendant LIMITED BRANDS STORE OPERATIONS, INC. tested the subject pajamas bearing the "Victoria's Secret" label.

95. Defendant LIMITED BRANDS STORE OPERATIONS, INC. sold the subject pajamas bearing the "Victoria's Secret" label.

96. Defendant LIMITED BRANDS STORE OPERATIONS, INC distributed the subject pajamas bearing the "Victoria's Secret" label.

97. Defendant LIMITED BRANDS STORE OPERATIONS, INC. marketed the subject pajamas bearing the "Victoria's Secret" label.

98. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. was and still is in the business of among other things, designing, manufacturing, marketing, assembling, inspecting, selling, testing, and distributing sleepwear, including but not limited to the subject pajamas, under the label "Victoria's Secret".

99. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. designed the subject pajamas bearing the "Victoria's Secret" label.

100. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. manufactured the subject pajamas bearing the "Victoria's Secret" label.

101. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. assembled the subject pajamas bearing the "Victoria's Secret" label.

102. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. inspected the subject pajamas bearing the "Victoria's Secret" label.

103. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. tested the subject pajamas bearing the "Victoria's Secret" label.

104. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. sold the subject pajamas bearing the "Victoria's Secret" label.

105. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. distributed the subject pajamas bearing the "Victoria's Secret" label.

106. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. marketed the subject pajamas bearing the "Victoria's Secret" label.

107. Defendant LIMITED BRANDS, INC. was and still is in the business of among other things, designing, manufacturing, marketing, assembling, inspecting, selling, testing, and distributing sleepwear, including but not limited to the subject pajamas, under the label "Victoria's Secret".

108. Defendant LIMITED BRANDS, INC. designed the subject pajamas bearing the "Victoria's Secret" label.

109. Defendant LIMITED BRANDS, INC. manufactured the subject pajamas bearing the "Victoria's Secret" label.

110. Defendant LIMITED BRANDS, INC. assembled the subject pajamas bearing the "Victoria's Secret" label.

111. Defendant LIMITED BRANDS, INC. inspected the subject pajamas bearing the "Victoria's Secret" label.

112. Defendant LIMITED BRANDS, INC. tested the subject pajamas bearing the "Victoria's Secret" label.

113. Defendant LIMITED BRANDS, INC. sold the subject pajamas bearing the "Victoria's Secret" label.

114. Defendant LIMITED BRANDS, INC. distributed the subject pajamas bearing the "Victoria's Secret" label.

115. Defendant LIMITED BRANDS, INC. marketed the subject pajamas bearing the "Victoria's Secret" label.

116. On or about February 18, 2008, plaintiff HUI TAO was wearing the subject pajamas and was reaching for a cup above her gas stove located within her apartment when the subject pajamas came into contact with the flame which caused the subject pajamas to ignite and catch fire severely burning her.

117. By reason of said occurrence, plaintiff HUI TAO was caused to suffer serious and severe personal injuries.

118. As a result of her burns and injuries, plaintiff HUI TAO has endured serious, painful, and disabling injuries, with resulting medical treatment, and has been forced to incur medical expenses and lost wages and has sustained emotional harm and loss of enjoyment of life, as well as other damages.

119. The aforesaid occurrence and resulting injuries to plaintiff HUI TAO were caused by the negligence of the defendants VICTORIA'S SECRET STORES, LLC., VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC., VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC., VICTORIA'S SECRET DIRECT NEW YORK, LLC., LIMITED BRANDS STORE OPERATIONS, INC., LIMITED BRANDS DIRECT FULFILLMENT, INC., and LIMITED BRANDS, INC. in failing to properly design, manufacture, test, inspect, sell, distribute, assemble and market the subject pajamas and its components parts.

120. The limitations of liability set forth in CPLR Section 1601 do not apply to this action.

121. The limitations on liability set froth in CPLR Section 1601 do not apply by reason of one or more of the exemptions set forth in CPLR Section 1602, including, but not limited to, Section 1602(7) and 1602(11).

122. By reason of the foregoing, the plaintiff HUI TAO sustained damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this matter.

SECOND CAUSE OF ACTION

123. That at all times hereinafter mentioned, plaintiff, repeats, reiterates and realleges each and every paragraph of the within Complaint with the same force and effect as if set forth herein at length.

124. At all times relevant to this case, the subject pajamas which were designed, manufactured, inspected, tested, sold, and distributed by Defendants and worn by plaintiff HUI TAO at the time of her injuries, were in the same or similar condition as when Defendants released the subject pajamas into the stream of commerce.

125. At the time of its distribution and sale, the subject pajamas and its component parts were in a defective, hazardous and dangerous condition.

126. The defects complained of were substantial factors in causing plaintiff's injuries.

127. Defendant VICTORIA'S SECRET STORES, LLC. is strictly liable in tort for the distribution and/or sale of a defective product, the subject pajamas, which caused the plaintiff's injuries.

128. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. is strictly liable in tort for the distribution and/or sale of a defective product, the subject pajamas, which caused the plaintiff's injuries.

129. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. is strictly liable in tort for the distribution and/or sale of a defective product, the subject pajamas, which caused the plaintiff's injuries.

130. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. is strictly liable in tort for the distribution and/or sale of a defective product, the subject pajamas, which caused the

plaintiff's injuries.

131. Defendant LIMITED BRANDS STORE OPERATIONS, INC. is strictly liable in tort for the distribution and/or sale of a defective product, the subject pajamas, which caused the plaintiff's injuries.

132. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. is strictly liable in tort for the distribution and/or sale of a defective product, the subject pajamas, which caused the plaintiff's injuries.

133. Defendant LIMITED BRANDS, INC. is strictly liable in tort for the distribution and/or sale of a defective product, the subject pajamas, which caused the plaintiff's injuries.

134. At all times relevant to this case, plaintiff HUI TAO was using the subject pajamas as intended by the Defendants.

135. Any misuse of the subject garment was foreseeable by Defendants.

136. The aforementioned subject garments were in a defective condition and/or were unreasonably dangerous when they left the control of Defendants and entered the stream of commerce.

137. By reason of the foregoing, the plaintiff HUI TAO sustained damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this matter.

THIRD CAUSE OF ACTION

138. That at all times hereinafter mentioned, plaintiff, repeats, reiterates and realleges each and every paragraph of the within Complaint with the same force and effect as if set forth herein at length.

139. Defendant VICTORIA'S SECRET STORES, LLC. was in breach of implied warranties.

140. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. was in breach of implied warranties.

141. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. was in breach of implied warranties.

142. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. was in breach of implied warranties.

143. Defendant LIMITED BRANDS STORE OPERATIONS, INC. was in breach of implied warranties.

144. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. was in breach of implied warranties.

145. Defendant LIMITED BRANDS, INC. was in breach of implied warranties.

146. The injuries to plaintiff HUI TAO were caused by the defendants' breach of implied warranties.

147. By reason of the foregoing, the plaintiff HUI TAO sustained damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this matter.

FOURTH CAUSE OF ACTION

148. That at all times hereinafter mentioned, plaintiff, repeats, reiterates and realleges each and every paragraph of the within Complaint with the same force and effect as if set forth herein at length.

149. Defendant VICTORIA'S SECRET STORES, LLC. in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject pajamas and its components parts were safe for use and were of merchantable quality.

150. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject pajamas and its components parts were safe for use and were of merchantable quality.

151. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. in connection with its business and activities aforementioned, warranted and represented, expressly

and impliedly, that the subject pajamas and its components parts were safe for use and were of merchantable quality.

152. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject pajamas and its components parts were safe for use and were of merchantable quality.

153. Defendant LIMITED BRANDS STORE OPERATIONS, INC. in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject pajamas and its components parts were safe for use and were of merchantable quality.

154. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject pajamas and its components parts were safe for use and were of merchantable quality.

155. Defendant LIMITED BRANDS, INC. in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject pajamas and its components parts were safe for use and were of merchantable quality.

156. Plaintiff relied upon all representations made by defendants.

157. All of the aforementioned representations were false, misleading and inaccurate in that the subject pajamas and its components parts were unsafe, dangerous, hazardous, capable of causing harm, and not safe for use.

158. Defendant VICTORIA'S SECRET STORES, LLC. was in breach of its express warranties.

159. Defendant VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC. was in breach of its express warranties.

160. Defendant VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC. was in breach of its express warranties.

161. Defendant VICTORIA'S SECRET DIRECT NEW YORK, LLC. was in breach of its express warranties.

162. Defendant LIMITED BRANDS STORE OPERATIONS, INC. was in breach of its express warranties.

163. Defendant LIMITED BRANDS DIRECT FULFILLMENT, INC. was in breach of its express warranties.

164. Defendant LIMITED BRANDS, INC. was in breach of its express warranties.

165. The injuries to plaintiff HUI TAO were caused by the defendants' breach of its express warranties.

166. By reason of the foregoing, the plaintiff HUI TAO sustained damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this matter.

FIFTH CAUSE OF ACTION

167. That at all times hereinafter mentioned, plaintiff, repeats, reiterates and realleges each and every paragraph of the within Complaint with the same force and effect as if set forth herein at length.

168. Defendants have a duty to properly and reasonably represent the nature, purpose and appropriate uses of their pajamas and other apparel.

169. Defendants, in the marketing, sale and distribution of the subject pajamas worn by plaintiff HUI TAO, negligently supplied false and misleading information to consumers, and/or omitted such correct information as would permit a reasonable consumer to make an informed decision. In particular, Defendants failed to indicate that their flannel pajamas were not appropriate for wear by consumers, and/or that the pajamas or other products failed to meet appropriate flammability standards.

170. At all times relevant to this case, the information omitted and/or supplied by Defendants was of a kind that a reasonable consumer would justifiably rely upon when purchasing pajamas like those worn by plaintiff HUI TAO.

171. As a direct and proximate result of Defendants' negligence, plaintiff HUI TAO suffered the losses described in this Complaint.

172. By reason of the foregoing, the plaintiff HUI TAO sustained damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this matter.

WHEREFORE, plaintiff, HUI TAO, demands judgment against the defendants, and each of them, on the First, Second, Third, Fourth and Fifth Causes of Action in a sum in that exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction over this matter in amounts to be determined upon the trial of this action, together with the costs and disbursements of this action.

Dated: New York, New York
December 20, 2010

Yours, etc.,

SULLIVAN PAPAIN BLOCK
MCGRATH & CANNAVO P.C.

By: [signature]
Michael J. Wells
Attorneys for Plaintiff
120 Broadway – 18th Floor
New York, New York 10271
(212) 732-9000

VERIFICATION

STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

MICHAEL J. WELLS, an attorney duly admitted to practice law before the Courts of the State of New York affirms the following under the penalty of perjury:

I am an attorney associated with the firm of SULLIVAN PAPAIN BLOCK MCGRATH & CANNAVO P.C., attorneys for the plaintiff herein.

I have read the foregoing COMPLAINT and know the contents thereof, and upon information and belief, deponent believes the matters alleged therein to be true.

The reason this verification is made by deponent and not by plaintiff is that the plaintiff herein reside in a County other than the one in which plaintiff's attorneys maintain their office.

The source of deponent's information and the grounds of his belief are communications, papers, reports, and investigations contained in the file.

Dated: New York, New York
December 20, 2010

Michael J. Wells
MICHAEL J. WELLS

STATE OF NEW YORK, COUNTY OF ss:

I, the undersigned, am an attorney admitted to practice in the courts of New York, and

Check Applicable Box

☐ Attorney's Certification
certify that the annexed
has been compared by me with the original and found to be a true and complete copy thereof.

☐ Attorney's Verification by Affirmation
say that: I am the attorney of record, or of counsel with the attorney(s) of record, for
. I have read the annexed
know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following.

The reason I make this affirmation instead of is

I affirm that the foregoing statements are true under penalties of perjury.
Dated: ....
(Print signer's name below signature)

STATE OF NEW YORK, COUNTY OF ss:
being sworn says: I am

Check Applicable Box

☐ Individual Verification
in the action herein; I have read the annexed
know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

☐ Corporate Verification
the of
a corporation, one of the parties to the action; I have read the annexed
know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

My belief, as to those matters therein not stated upon knowledge, is based upon the following:

Sworn to before me on , 20 ....
(Print signer's name below signature)

....

STATE OF NEW YORK, COUNTY OF ss:
being sworn says: I am not a party to the action, am over 18 years of age and reside at
On , 20 , I served a true copy of the annexed
in the following manner:

Check Applicable Box

☐ Service by Mail
by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service, addressed to the address of the addressee(s) indicated below, which has been designated for service by the addressee(s) or, if no such address has been designated, is the last-known address of the addressee(s):

☐ Personal Service
by delivering the same personally to the persons at the address indicated below:

☐ Service by Facsimile
by transmitting the same to the attorney by facsimile transmission to the facsimile telephone number designated by the attorney for that purpose. In doing so, I received a signal from the equipment of the attorney served indicating that the transmission was received, and mailed a copy of same to that attorney, in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service, addressed to the address of the addressee(s) as indicated below, which has been designated for service by the addressee(s) or, if no such address has been designated, is the last-known address of the addressee(s):

☐ Service by Electronic Means
by transmitting the same to the attorney by electronic means upon the party's written consent. In doing so, I indicated in the subject matter heading that the matter being transmitted electronically is related to a court proceeding:

☐ Overnight Delivery Service
by depositing the same with an overnight delivery service in a wrapper properly addressed, the address having been designated by the addressee(s) for that purpose or, if none is designated, to the last-known address of addressee(s). Said delivery was made prior to the latest time designated by the overnight delivery service for overnight delivery. The address and delivery service are indicated below:

Sworn to before me on , 20

....

....
(Print signer's name below signature)

Index No. 31456/10 *Year 20*

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

HUI TAO,

Plaintiff,

-against-

VICTORIA'S SECRET STORES, LLC., VICTORIA'S SECRET DIRECT BRAND MANAGEMENT, LLC., VICTORIA'S SECRET STORES BRAND MANAGEMENT, INC., VICTORIA'S SECRET DIRECT NEW YORK, LLC., LIMITED BRANDS STORE OPERATIONS, INC., LIMITED BRANDS DIRECT FULFILLMENT, INC., and LIMITED BRANDS, INC.,

Defendants.

SUMMONS & VERIFIED COMPLAINT

2010122280

030

SULLIVAN PAPAIN BLOCK MCGRATH & CANNAVO P.C.
Attorneys for Plaintiff

120 BROADWAY
NEW YORK, NEW YORK 10271
(212) 732-9000

2010122280

Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: .... Signature ....

Print Signer's Name ....

Service of a copy of the within *is hereby admitted.*

Dated:

....
Attorney(s) for

PLEASE TAKE NOTICE

Check Applicable Box

☐ NOTICE OF ENTRY — *that the within is a (certified) true copy of a entered in the office of the clerk of the within-named Court on* *20*

☐ NOTICE OF SETTLEMENT — *that an Order of which the within is a true copy will be presented for settlement to the Hon.* *, one of the judges of the within-named Court, at* *on* *20* *, at* *M.*

Dated:

SULLIVAN PAPAIN BLOCK MCGRATH & CANNAVO P.C.
Attorneys for

To:

120 BROADWAY
NEW YORK, NEW YORK 10271

Attorney(s) for

016H26520531
$06.830
12/29/2010
Mailed From 12231
US POSTAGE
Hasler

Sender:
New York State Department of State
99 Washington Avenue
Albany, NY 12231

Receipt # 201012280081

PS Form 3800,6/06

CERTIFIED MAIL

7111 5495 5583 1956 7545

RETURN RECEIPT REQUESTED

Article Addressed To:

LIMITED BRANDS, INC.
C/O C T CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NY 10011

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☐Addressee or ☐Agent)
X
B. Recieved by: (Please Print Clearly) Certified Mail Received
C. Date of Delivery JAN 03 2011
D. Addressee's Address (If Different From Address Used by Sender.) NYSOP
Secondary Address / Suite / Apt. / Floor (Please Print Clearly) CT, a Wolters Kluwer Business
Delivery Address
City State ZIP + 4 Code

CERTIFIED MAIL

DOS-1248 (1/08)
DEPARTMENT OF STATE
UNIFORM COMMERCIAL CODE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Defendants' Notice of Removal in the above-captioned matter was served upon the following, on the 27th day of January, 2011, via regular First Class mail, postage prepaid:

SULLIVAN PAPAIN BLOCK
McGRATH & CANNAVO PC
Attorneys for Plaintiff
120 Broadway
New York, New York 10271
(212) 732-9000

Queens County Clerk
88-11 Sutphin Boulevard
Jamaica, New York 11435

Dated: Princeton, New Jersey
January 27, 2011

Respectfully submitted,

GOLDBERG SEGALLA LLP

By: */s/ David S. Osterman*
DAVID S. OSTERMAN
A Member of the Firm
Attorneys for Defendants
Victoria's Secret Stores, LLC, Victoria's Secret Direct Brand Management, LLC, Victoria's Secret Stores Brand Management, Inc., Victoria's Secret Direct New York, LLC., Limited Brands Store Operations, Inc., Limited Brands Direct Fulfillment, Inc., And Limited Brands, Inc.
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